

~~COURTESY COPY~~

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

VERRAGIO LTD.,

Plaintiff,

-Y-

**VERRAGO & FELAIS, INC.
AND VERRAGO,**

Defendants.

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Civil Action No.
07 CV 3321 (PKC)

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DATE FILED: 8/22/07



CONSENT JUDGMENT

Plaintiff, Verrago Ltd. (hereinafter "Plaintiff"), having filed its Complaint against Defendants, Verrago & Felais, Inc. and Verrago (hereinafter "Defendants"), on April 25, 2007, asserting claims for trademark infringement, passing off, false designation of origin, false or misleading representation of fact, and cybersquatting under the federal Lanham Act, 15 U.S.C. §1114, §1125(a) and § 1125(d), and related claims under New York statutory and common law and related claims; Defendants having been granted extensions of time to file their Answer; the parties, having agreed upon a resolution of this matter prior to a trial on the merits, hereby stipulate and consent to the entry of this Consent Judgment;

NOW, THEREFORE, upon consent of the parties hereto, IT IS ORDERED,
ADJUDGED AND DECREED:

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. Since long prior to Defendants' adoption and use of the marks VERRAGO and V VERRAGO and Design or any other mark that includes the term "VERRAGO" or "VERRAGIO," Plaintiff has used the trademarks VERRAGIO and V VERRAGIO and Design in

the United States to identify and distinguish its innovative jewelry products and related goods and services.

3. In addition to its common law rights in the trademark VERRAGIO, Plaintiff has duly registered the mark V VERRAGIO and Design in the United States Patent and Trademark Office for "jewelry made of precious metal, with or without precious or semi-precious gems" under United States Trademark Registration No. 2,063,519, issued May 20, 1997, and for "cosmetics, namely, soaps, cleansing and moisturizing creams, lipsticks, face powder, blush, perfumes, and hair care preparations, namely hair shampoos and conditioners; metal key holders; leather goods, namely, luggage, purses, wallets, key holders; clothing, namely men's and women's suits, slacks, jackets, shirts, sweaters and leather belts" under United States Registration No. 2,684,126, issued June 6, 2000. Such registrations are valid, subsisting and in full force and effect, and registered on the Principal Register of the United States Patent and Trademark Office. The marks VERRAGIO and V VERRAGIO and Design as used in connection with Plaintiff's goods and services are inherently distinctive and enjoy enormous secondary meaning.

4. Without authorization from Plaintiff, Defendants have used the marks VERRAGO and V VERRAGO and Design in connection with the manufacture and distribution of a wide range of jewelry products, including, rings, necklaces, bracelets and earrings. Defendants have used these marks on, inter alia, signage, their web site and other promotional materials.

5. Judgment is hereby entered in favor of Plaintiff against Defendants, their officers, agents, servants, affiliates, employees, subsidiaries, successors and assigns, and representatives thereof, and all other persons, firms or companies in active concert or participation with them, on each and every claim of the Complaint. Accordingly, said persons shall be and are hereby permanently enjoined, after a phase-out period described in paragraph six (6) hereof, from using,

displaying or otherwise showing, in any manner, (i) the names and marks VERRAGO and V VERRAGO and Design, (ii) any other name, mark or domain name which includes "VERRAGO" or "VERRAGIO," and/or (iii) any other designation confusingly similar to or dilutive of Plaintiff's names and marks VERRAGIO and V VERRAGIO and Design, whether as a domain name or otherwise.

6. Defendants shall use their best efforts to withdraw from public view and destroy all materials, including, but not limited to, signage, web sites, advertisements, promotional materials, letterhead, business cards, stationery, envelopes, prints, labels, bill heads, invoices, packages, catalogs, and any other materials of whatever kind bearing the names or marks VERRAGO and V VERRAGO and Design. Defendants' phase out of said marks shall be completed by no later than October 10, 2007.

7. Upon execution of this Consent Judgment, Defendants shall transfer to Plaintiff the domain name registration for "verrago.com" and any other domain name registration that they own which includes the term "VERRAGO" or "VERRAGIO."

8. Defendant, Verrago, agrees to expressly abandon, with prejudice, its United States Application Serial No. 77/070,196 for VERRAGO covering "sales and services in the field of diamonds, jewelry and watches." Within three (3) business days of the date hereof, Defendant, Verrago, shall submit a request for "Express Abandonment (Withdrawal)" of Application Serial No. 77/070,196 with the United States Patent and Trademark Office and provide a copy of same to Plaintiff's counsel.

9. Upon execution of this Consent Judgment, Defendants shall pay Plaintiff the sum of \$10,000.00 as partial reimbursement for Plaintiff's costs and fees incurred in connection with

this dispute, to be held in escrow and released to Plaintiff on the date of entry of this Consent Judgment. Defendants shall be jointly and severally liable for such payment.

10. In the event of a default or breach of any provision of this Consent Judgment by either of the Defendants, Plaintiffs shall recover past damages incurred by Plaintiff prior to the execution of this Consent Judgment apportioned in the amount of \$30,000. This provision shall not prohibit or proscribe Plaintiff's future legal or equitable remedies for Defendants' failure to comply with this Consent Judgment, or for trademark infringement, passing off, false designation of origin, false or misleading representation of fact, and cybersquatting or causes of action occurring after the execution of the Consent Judgment.

11. Any application with regard to enforcement or compliance with this Consent Judgment shall be directed to this Court.

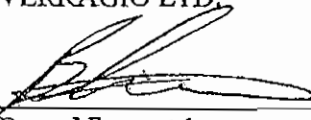
SO AGREED AND STIPULATED:

Respectfully submitted,

VERRAGIO LTD.

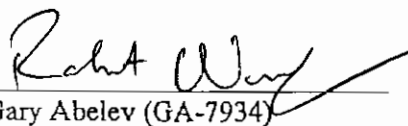
Dated: 8/17, 2007

By:


Barry Nisguretsky
President

Dated: 8/17, 2007

By:


Gary Abelev (GA-7934)
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VERRAGO & FELAIS, INC.

Dated: August _____, 2007

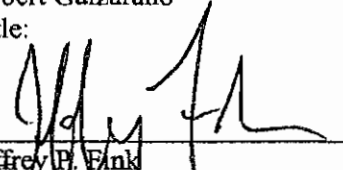
By: _____
Armen Alakheryan
Title:

VERRAGO

Dated: August _____, 2007

By: _____
Robert Galzarano
Title:

Dated: August 10, 2007

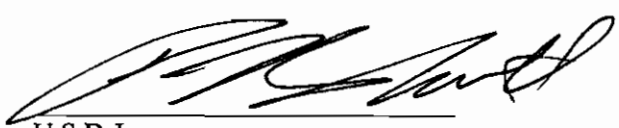
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*Attorneys for Defendants,
VERRAGO & FELAIS, INC. and
VERRAGO*

The case is closed.

IT IS SO ORDERED:

Dated: 8-22-07


U.S.D.J.